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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MOHAMMAD SAFDAR, et al.,

Plaintiffs,

v.

US POSTAL SERVICE, et al.,

Defendants.

No. CV06-05355 PJH

**STIPULATION AND AGREEMENT OF
COMPROMISE AND SETTLEMENT
AND [PROPOSED] ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between plaintiffs

MOHAMMAD SAFDAR AND TASLEEM SAFDAR ("Plaintiffs") and defendant US POSTAL SERVICE (hereinafter the "Federal Defendant"), by and through its undersigned counsel, as follows:

1. The parties do hereby agree to settle, compromise and dismiss the above-captioned action ("This Action") under the terms and conditions set forth herein.

2. The Federal Defendant agrees to pay the sum of Four Thousand Dollars and no cents (\$4,000.00) ("the settlement amount") to plaintiffs under the terms and conditions set forth herein.

1 3. The plaintiffs and their heirs, executors, administrators, assigns and attorneys
2 hereby agree to accept the settlement amount, in full and final settlement and satisfaction of the
3 claims raised in This Action under the terms and conditions set forth herein.

4 4. It is also agreed, by and among the parties, that the settlement amount represents
5 the entire amount payable to plaintiffs and their heirs, executors, administrators, assigns and
6 attorneys.

7 5. It is also agreed, by and among the parties, that the settlement amount shall be
8 made payable to plaintiffs and shall be mailed to their home address.

9 6. It is also agreed, by and among the parties, that neither plaintiffs nor any of their
10 attorneys may make any claim for attorney's fees or other costs against the Federal Defendant. It
11 is also agreed, by and among the parties, that the respective parties will bear their own costs,
12 fees, and expenses and that any attorney's fees owed by the plaintiffs will be paid out of the
13 settlement amount and not in addition thereto.

14 7. It is also understood, by and among the parties, that pursuant to Title 28, United
15 States Code, Section 2678, that if plaintiffs incurred any attorney's fees for services rendered in
16 connection with this action, said fees shall not exceed 25 percent of the amount of the
17 compromise settlement.

18 8. In consideration of the settlement amount as set forth above, the plaintiffs agree
19 that they will immediately upon execution of this agreement, execute a Stipulation of Dismissal,
20 which stipulation shall dismiss, with prejudice, all claims asserted in This Action or any claims
21 that could have been asserted in This Action. The fully executed Stipulation of Dismissal will be
22 held by counsel for the Federal Defendant and will be filed with the Court upon receipt by
23 plaintiffs of the settlement amount.

24 9. In consideration of the payment of the settlement amount as set forth above, the
25 plaintiffs hereby release and forever discharge the Federal Defendant, and any and all of their
26 past and present agencies, officials, employees, agents, attorneys, successors, and assigns from
27 any and all obligations, damages, liabilities, causes of actions, claims, and demands of any kind
28 and nature whatsoever, whether suspected or unsuspected, arising in law or equity, arising from

1 or by reason of any and all known, unknown, foreseen, or unforeseen injuries, and the
2 consequences thereof, resulting from the facts, circumstances and subject matter that gave rise to
3 This Action, including all claims under the Federal Tort Claims Act ("FTCA"), all constitutional
4 or *Bivens* claims, any and all current or future claims by plaintiff's children, and any other claim
5 relating to the events from February 25, 2006, or any and all claims that could have been asserted
6 in the Complaint, including any and all claims for personal injury.

7 10. In consideration of the payment of the settlement amount as set forth above, the
8 plaintiffs further agree that they may not and will not use or rely on the incidents and actions
9 underlying the Complaint in any other administrative proceeding, state court action or federal
10 court action to prove any kind of further or future claim against the United States or its agencies
11 and employees.

12 11. The provisions of California Civil Code Section 1542 are set forth below:

13 A general release does not extend to claims which the creditor does not know or suspect
14 to exist in his favor at the time of executing the release, which if known by him must
have materially affected his settlement with the debtor.

15 The plaintiffs having been apprised of the statutory language of Civil Code Section 1542, and
16 fully understanding the same, nevertheless elect to waive the benefits of any and all rights she
17 may have pursuant to the provision of that statute and any similar provision of federal law. The
18 plaintiffs understand that if the facts concerning the plaintiffs' alleged damages and the liability
19 of the Federal Defendant, or its agents, servants, or employees, for damages pertaining thereto are
20 found hereafter to be other than or different from the facts now believed by them to be true, this
21 agreement shall be and remain effective notwithstanding such material difference.

22 12. The parties acknowledge that neither this agreement nor anything contained herein
23 shall constitute an admission of liability or fault on the part of the Federal Defendant or its
24 agents, servants, or employees. This agreement is entered into by the parties for the purpose of
25 compromising disputed claims, avoiding the expenses and risks of litigation, and buying peace.

26 13. This agreement may be pled as a full and complete defense to any action or other
27 proceeding, including any local, state or federal administrative action, involving any person or
28 party which arises out of the claims released and discharged by this agreement.

1 14. If any withholding or income tax liability is imposed upon plaintiffs based on
2 payment of the settlement sum as set forth herein, plaintiffs shall be solely responsible for paying
3 any such liability. Plaintiffs will indemnify and hold harmless the Federal Defendant from any
4 liability the Federal Defendant may incur from any government agency arising out of any failure
5 by plaintiffs to pay any tax liability he might be responsible for from any government agency.

6 15. Plaintiffs have been informed that payment of the settlement amount may take
7 120 days or more to process.

8 16. The parties agree that the District Court shall retain jurisdiction over this matter
9 for the purposes of resolving any dispute alleging a breach of this agreement.

10 17. Each party acknowledges that they are fully aware of and understand all of the
11 terms of the agreement and the legal consequences thereof. It is further acknowledged that the
12 parties have mutually participated in the drafting of this agreement and it is agreed that no
13 provision herein shall be construed against any party hereto by virtue of the drafting of this
14 agreement.

15 18. If any provision of this agreement shall be held invalid, illegal, or unenforceable,
16 the validity, legality, and enforceability of the remaining provisions shall not in any way be
17 affected or impaired thereby.

18 19. This instrument shall constitute the entire agreement between the parties, and it is
19 expressly understood and agreed that this agreement has been freely and voluntarily entered into
20 by the parties hereto. The parties further acknowledge that no warranties or representations have
21 been made on any subject other than as set forth in this agreement.

22 20. The parties agree that this Stipulation for Compromise Settlement and Release,
23 including all the terms and conditions of this compromise settlement and any additional
24 agreements relating thereto, may be made public in their entirety, and the plaintiffs expressly
25 consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

26 21. The persons signing this Stipulation and Agreement warrant and represent that
27 they possess full authority to bind the persons on whose behalf they are signing to the terms of
28 the settlement.

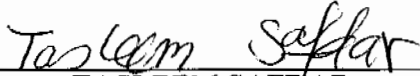
22. This agreement may not be altered, modified or otherwise changed in any respect except in writing, duly executed by all of the parties or their authorized representatives.

Dated: June 22, 2007



MOHAMMAD SAFDAR
Plaintiff

Dated: June 22, 2007



TASLEEM SAFDAR
Plaintiff

SCOTT N. SCHOOLS
United States Attorney

Dated: 6-6-07

By: _____

JAMES A. SCHARF
Assistant United States Attorney
Attorneys for the Federal Defendant
United States Postal Service

**PURSUANT TO THE ABOVE STIPULATION AND AGREEMENT,
APPROVED AND SO ORDERED:**

Dated: 6/29/07

